

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Superior Court
In Eq. 14727

Gulle R. Rabenius

vs.

The Massachusetts Rifle Association

INTERLOCUTORY DECREE FURTHER MODIFYING RESTRAINING ORDER

This cause came on to be heard upon the question of the further modification of the restraining order heretofore issued and thereupon, upon consideration thereof, it is ordered, adjudged and decreed that the restraining order heretofore issued and continued in force as modified by the Interlocutory decree of this Court entered June 4, 1948 and as further modified by the Interlocutory Decree of this Court entered June 29, 1948, be and is hereby further modified to the extent of permitting the defendant or any of its members or any other persons with its permission, to carry on target shooting with hand guns, so called, using twenty two calibre rim fire ammunition, excluding the Swift, Hornet, Bee and any other twenty two calibre ammunition in this category known as high velocity. Such twenty two calibre firing to be done on the two hundred yard firing range only and at a range not greater than one hundred yards using the parapet as a target butt. And permitting also the use of revolvers and pistols with thirty eight and forty five calibre ammunition, firing on the two hundred yard range and at a range not greater than twenty five yards using the parapet as a target butt.

By the Court, (Kirk, J.)

Raymond E. Powell
Assistant Clerk

Entered May 6, 1949.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Superior Court



In testimony that the foregoing is a true copy
of Interlocutory Decree Further Modifying
Restraining Order in Equity case #14727,
Gulle R. Rabenius vs. The Massachusetts
Rifle Association, I hereunto set my hand
and affix the seal of said Superior Court
this sixth day of May, A. D. 1949.

August T. Hughes
Assistant Clerk.

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned (do(es) hereby acknowledge receipt of One Hundred Fifty ----- Dollars (\$150.00) which sum is accepted in full compromise settlement and satisfaction of, and as sole consideration for the final release and discharge of, all

actions, claims and demands whatsoever, that now exist, or may hereafter accrue, against The Massachusetts Rifle Association

and any other person, corporation, association or partnership charged with responsibility for injuries to the person and property of the Undersigned, and the treatment thereof, and the consequences flowing therefrom, as a result of an accident, casualty or event which ^{is alleged to have} occurred on or about the _____ day of _____

1951 at or near the Rifle Range at Woburn, Mass., and for which the Undersigned claims the above named persons or parties are legally liable in damages; which legal liability and damages are disputed and denied, and;

The Undersigned Warrants, that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the person or parties released or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefor; that the Undersigned is of legal age, legally competent to execute this Release and accepts full responsibility therefor, and;

The Undersigned Agrees, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

Signed and Sealed this 30th day of August, 1951 at Woburn, Mass.
(City)

(State)

IN the presence of

1. Gunnel B. Brown Andrew V. Rabinus
Witness (Seal)
Address 9 Sheridan Ave Medford Mass. 11 Garden Terrace Woburn Mass
2. Mrs. Gunnel Brown Gulle R. Rabinus
Witness (Seal)
Address 9 Sheridan Ave - Medford Mass. 11 Garden Terrace Woburn Mass.
(Address)

ACKNOWLEDGMENT UNDER OATH

STATE OF Massachusetts
COUNTY OF Middlesex } ss.:

Before me this 30th day of August, 1951 came,

Gulle R. Rabinus and Rabinus

known to me to be the individual who executed this Release, and acknowledged that they
(He-She-They)

fully understands its contents and freely executed same for the sole consideration therein expressed.

(Official Title)

(Address)

Final Copy

C O P Y

Commonwealth of Massachusetts

Middlesex ss.

Superior Court

Eq. 14727

GULIE R. RABENIUS

vs

MASSACHUSETTS RIFLE ASSN.

FINAL DECREE

This cause came on to be further heard at this sitting and was argued by counsel; and, thereupon, upon consideration thereof, it is hereby ordered, adjudged and decreed that the petition be and the same is hereby dismissed, without costs.

By the Court

(Drogna J)
Raymond Toulce
Assistant Clerk

Entered: November 13, 1951

The within decree may be entered

151 Jack J. Meers

Attorney for plaintiff

151 James A. Hickey

Attorney for defendant

(Original of above is on file in the office of Clerk of Court, Middlesex County -- no date appears.)

Entry in the docket is:

"1951 Nov. 13. Final decree dismissing bill (Assented to and appeal waived)."

Ex. 117-1.4-13 11/24/51



THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE

DISTRICT ATTORNEY FOR THE NORTHERN DISTRICT

CAMBRIDGE 41

GEORGE E. THOMPSON
DISTRICT ATTORNEY

EPHRAIM MARTIN
ASSISTANT DISTRICT ATTORNEY

SECOND ASSISTANTS
LYMAN C. SPRAGUE
ALLEN GERSON
EDMUND V. KEVILLE
M. EDWARD VIOLA
HAROLD E. MAGNUSON

LEO ST. JEAN

August 16, 1951

Mr. James P. Drumgoole
89 Park Drive
Boston, Massachusetts

Dear Jim:

A short time ago I received a letter from Mr. Henchey, together with a copy of a decree, which copy I enclose herein. The legal effect of the entry of this decree is entirely different from the one which was proposed to be filed some several weeks ago. I am satisfied that everything is now in good order. If the Association agrees, please send a check in the amount of \$150, payable to "Jack J. Moss, Attorney for Gulie R. Rabenius."

You will observe there is a \$50 difference and this comes about by reason of Mr. Henchey getting Mr. Moss to agree to take \$150 instead of \$200.

If there are any further questions, you might call Mr. Henchey on the telephone since I will be away.

Very truly yours,

A handwritten signature in blue ink, appearing to read "G. E. Thompson".

GET:1pc
Enc.